

# David Peng Sales

# Sungale Group Inc.

13358 Monte Vista Ave. Chino, CA 91710

Tel: 909-902-9282 ext. 112

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David Peng Sales

> Sungale Group Inc. 13358 Monte Vista Ave. Chino, CA 91710 Tel: 909-902-9282 ext. 112 Fax: 909-902-9283 E-mail:david@sungale.com http://www.sungale.com



# Philips Intellectual Property & Standards

Direct Dial: (408) 474-9072 E-Mail: chris.horgan@philips.com

VIA FEDERAL EXPRESS

December 23, 2004

Mr. Ningjun Sun, President Amoisonic 13358 Monte Vista Ave. Chino, CA 91710 USA

Re: Intellectual Property Rights Covering CD, DVD, CD-R/RW, DVD-R/RW, DVD+R/RW, and SACD Products and CES 2005

Dear Sir/Madam:

We understand that your company is a purchaser, seller and or trader of Compact Disc ("CD") or Digital Versatile Disc ("DVD") related products and will be displaying at the upcoming 2005 International Consumer Electronics Show (CES) in Las Vegas, Nevada. We write to offer you information concerning Philips' Intellectual Property Rights in optical media products and a reminder that it is an infringement of these rights to make, use, sell, offer to sell or import unlicensed optical media products.

Koninklijke Philips Electronics N.V. ("Philips") is the owner of the world-wide patent portfolio of the Philips group of companies. Philips operates a number of licensing programs whereby certain patent rights are made available to manufacturers of the relevant technology under reasonable and non-discriminatory conditions. In addition to licensing its own patent rights, Philips has been authorized by certain third party patent owners (notably Sony Corporation) to include in the patent portfolio available under license agreements, the patents of such third parties, relevant to the technology concerned. A list of the essential patents for each format is available at our website www.licensing.philips.com. Every CD, CD-R/RW, DVD, DVD-R/RW, DVD+R/RW and SACD player and disc manufactured in, imported into, purchased or sold within the United States and/or Canada is covered by these essential patents. Further, Philips owns the trademark rights in the CD-Recordable (U.S. Registration No. 2,712,766), CD-ReWritable (U.S. Registration No. 2,718,596), and DVD+RW (U.S. Registration No. 2,610,036) marks.

Currently, some manufacturers of CD, DVD, CD-R\RW, DVD-R/RW, and DVD+R



/RW players and discs remain unlicensed despite repeated efforts by Philips and their knowledge of the use of these patent and trademark rights. The manufacture and sale of CD, DVD, CD-R\RW, DVD-R/RW, DVD+R/RW and SACD players and discs without an appropriate license is an infringement of the attached essential patents. Manufacturers that continue this practice are candidates for litigation and seizure of products. Companies that purchase or trade in unlicensed products, even without knowledge, are direct infringers of our patents and are also potential candidates for legal action and product seizures. Furthermore, companies that trade in unlicensed products pass this liability along to their unwitting customers. A promise by a manufacturer to somehow "indemnify" its customers against an action by Philips will not prevent Philips from collecting royalties and other damages directly from those customers. If you are promised indemnification by a manufacturer, you should investigate whether the manufacturer has sufficient financial resources to make payment under the indemnification. You should also consider the costs to you (e.g., legal fees) of enforcing the indemnification against a manufacturer.

We are informing you of the existence of unlicensed products in the market so that your company may take the necessary steps to protect itself from legal liability. We strongly encourage you to scrutinize the legitimacy of any CD, DVD, CD-R\RW, DVD-R/RW, DVD+R/RW and SACD products supplied to your company and to place orders only with manufacturers that are duly licensed by Philips. You may do this by checking the list of licensed manufacturers at our website <a href="https://www.licensing.philips.com">www.licensing.philips.com</a> or by contacting this office for the status of any particular supplier. When accessing the website, please scroll down the first page of the website to the "Licensee Database". The Licensee Database is organized by company name, country and type of agreement (CD, DVD, etc). If a company is licensed to manufacture under one type of agreement or in one country, it does not mean they are licensed to manufacture under any other type of agreement or in any other country.

To summarize, we ask that you carefully check the legitimacy of your suppliers and refuse to purchase any optical media products from unlicensed manufacturers. Also, if applicable, we suggest that you add the Philips' optical media licenses to your Vendor Qualification List.

We thank you in advance for your cooperation in this matter.

Sincerely,

Christopher J. Horgan

Senior Intellectual Property Counsel Philips Electronics North America

cc: Becky Ellis, General Counsel, CES

Enclosures: CD and DVD Optical Media Player and Disc Patent Lists

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# 2006 International CES Exhibitor Directory



Amoi Electronics Co. Ltd. 17777 Ctr. Ct. Dr., Ste. 260

Cerritos, CA 90703

USA

Telephone: (562)246-0790 Fax: (562)246-0799

E-mail: overseas@amoi.com.cn

URL: www.amoi.com



Mobile phone / LCD TV / MP3 player / Notebook computer

Company Booth(s):

**Booth Number** 

**Show Location** 

31453

South Hall 3

Company Contact(s):

Wade Wang, Vice GM

Brand Name(s):

**AMOI** 

**Product Categories:** 

Computer Hardware and Software - Notebook Computers

Home Theater - Video - Flat Panel Displays

Wireless Communications - Digital Wireless Phones - 3G Based Phones

**New Product(s):** 

None listed.

**Export Market(s):** 

None listed.

Financial Exchange(s):

Exchange

Ticker Symbol

600057

**Public** 

Year-round

On-site (at the show)

**Relations Contact(s):** 

Wade Wang

Wade Wang

Ph: (562)246-0790

Pacific Stock Exchange

Ph: (562)246-0790

investor

**Relations Contact:** 

Donglin Huang

Ph: +86(592)5058123

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# KEATS McFARLAND & WILSON LLP

## ATTORNEYS AT LAW

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WRITER'S EMAIL ijoyner@kmwlaw.com

www.kmwlaw.com

December 14, 2005

# VIA FEDERAL EXPRESS

Amoi Electronics, Inc. 17777 Center Court Drive, Suite 260 Cerritos, CA 90703

Koninklijke Philips Electronics N.V./DVD+RW, CD-R and CD-RW Properties

Dear Sir or Madam:

Re:

This letter is written to you and your company on behalf of Koninklijke Philips Electronics N.V. ("Philips"). Philips is a pioneer of optical recording technologies and products and is the owner of trademarks, patents, and other proprietary rights in and to such technologies and products (hereinafter the "Philips Properties"). The Philips Properties include, but are not limited to, trademark rights in and to the world famous Compact Disc Recordable (U.S. Reg. No. 2,712,766) (also known as "CD-R"), Compact Disc ReWritable (U.S. Reg. No. 2,718,596) (also known as "CD-RW"), and DVD+ReWritable (U.S. Reg. No. 2,610,036) (also known as "DVD+RW") marks, among others (hereinafter, collectively referred to as the "Logos"). Depictions of the Logos are enclosed with this letter.

Because of the foregoing rights, no one is authorized to manufacture, advertise, offer for sale or sell any products or engage in any conduct utilizing any of the Philips Properties, including the Logos, without the express written permission of Philips. Philips operates a number of licensing programs whereby certain trademark and patent rights are made available to manufacturers of the relevant technology under reasonable and non-discriminatory conditions. In order to affix or use any of Philips' Logos, an agreement must be obtained from Philips.

Notwithstanding this, it has come to our attention that you and your company are manufacturing, importing, advertising, distributing, offering for sale and/or selling, unauthorized merchandise (hereinafter referred to as "Counterfeit Products") including, but not limited to, CD-R, CD-RW and/or DVD+RW drives and/or recorders bearing Philips' Logos without Philips' written consent. It is also our understanding that you and your company will attend the 2006 International Consumer Electronics Show in Las Vegas, Nevada, USA ("CES"), and that your company intends to exhibit and offer for sale the Counterfeit Product at CES. Your unauthorized use of the Logos constitutes trademark infringement and unfair competition in that purchasers of your Counterfeit Products in question will erroneously believe that such merchandise is authorized by Philips. In addition, your Counterfeit Products dilute the distinctiveness of the Philips Properties and Logos by trading upon the goodwill and reputation which the public associates with the Philips Properties and Logos. Further, your acts of unfair competition

substantially interfere with the merchandising and licensing of the Philips Properties and with the businesses of Philips and its licensees who are authorized to use the Philips Properties.

Moreover, the violators of such rights face, among other things, seizure of counterfeit products, injunctions, damages (which may be trebled), attorneys' fees, and, in appropriate circumstances, a criminal arrest. The Trademark Counterfeiting Act of 1984 specifically prohibits the distribution, offering for sale and sale of counterfeit merchandise and makes such activity punishable by fine of up to \$5,000,000 and a possible prison term of 10 years. 18 U.S.C. § 2320.

On behalf of Philips, we demand that you and each and every person or company affiliated with you:

- (1) Immediately and permanently discontinue the importation, manufacture, advertising, distribution, sale and offering for sale of all of your Counterfeit Products;
- (2) Refrain from exhibiting and/or offering for sale your Counterfeit Product, or conducting any business with respect to your Counterfeit Products, at the CES;
- (3) Immediately and voluntarily surrender to our firm your entire inventory of such Counterfeit Products on hand as of this date, including all advertising material, brochures, and the such that bear the Logos; and
- (4) Advise us in writing of your compliance with the foregoing and furnish us with the following information within five (5) days:
  - (a) A list describing each item manufactured, advertised, distributed, sold, and/or offered for sale by you which utilizes any of the Philips Properties;
  - (b) Any catalogs, promotional brochures or advertisements for any of the items listed in response to paragraph (a) above;
  - (c) The date you began to manufacture, advertise, distribute, sell and/or offer for sale each of the above-mentioned items;
  - (d) The number of each item listed pursuant to paragraph (a) above which you manufactured, advertised, distributed, sold and/or offered for sale; and
  - (e) The amount of unfulfilled orders you have received for the manufacture, distribution, or sale of each item listed in response to paragraph (a) above.

Philips considers your conduct to constitute a serious violation of its rights and to be very damaging to its businesses and reputations. We have been instructed to pursue this matter fully and seek all available remedies and the maximum allowable damages against you.

Please confirm that you have ceased to engage in the infringing conduct described above by signing this letter in the space provided below. Philips has authorized us to pursue further legal action against you and seek the relief to which it is entitled including a seizure of counterfeit products, injunction, damages (which may be trebled), and attorneys' fees unless we receive a comprehensive response from you on or before the close of business on **December 16, 2005.** 

Nothing in this letter shall be construed as a waiver or relinquishment of any right or remedy possessed by Philips or any other affected party, all of which are expressly reserved.

Very truly yours

Jeffrey K, Joyner, of KEATS/MCFARLAND & WILSON LLP

JKJ:gps
Enclosure

cc: Koninklijke Philips Electronics N.V.

I, \_\_\_\_\_\_\_, on behalf of myself, the company \_\_\_\_\_\_, and any other entities under my direction or control, hereby acknowledge that I have ceased manufacturing, importing, advertising, distributing, offering for sale and selling any goods which infringe the Philips Properties; and have complied with paragraphs (1)-(4) above.

Signature

Print Name

# REGISTERED TRADEMARKS OWNED BY KONINKLIJKE PHILIPS ELECTRONICS N.V. DVD+RW, CD-R, and CD-RW









FedEx Express
Customer Support Trace
3875 Airways Boulevard
Module H, 4th Floor
Memphis, TN 38116

U.S. Mail: PO Box 727 Memphis, TN 38194-4643

Telephone: 901-369-3600

12/19/2005

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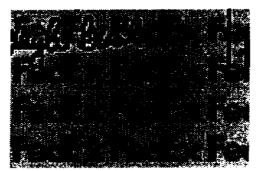
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# **Shipping Information:**

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AMOI ELECTRONICS INC

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WRITER'S EMAIL jjoyner@kmwlaw.com

www.kmwlaw.com

December 14, 2005

### VIA FEDERAL EXPRESS

Amoisonic Electronics Company, Ltd. Amoi Electronics Company, Ltd. 45 Tiyu Road Xiamen Fujian 361012 CHINA

Re: Koninklijke Philips Electronics N.V./DVD+RW, CD-R and CD-RW Properties

Dear Sir or Madam:

This letter is written to you and your company on behalf of Koninklijke Philips Electronics N.V. ("Philips"). Philips is a pioneer of optical recording technologies and products and is the owner of trademarks, patents, and other proprietary rights in and to such technologies and products (hereinafter the "Philips Properties"). The Philips Properties include, but are not limited to, trademark rights in and to the world famous Compact Disc Recordable (U.S. Reg. No. 2,712,766) (also known as "CD-R"), Compact Disc ReWritable (U.S. Reg. No. 2,718,596) (also known as "CD-RW"), and DVD+ReWritable (U.S. Reg. No. 2,610,036) (also known as "DVD+RW") marks, among others (hereinafter, collectively referred to as the "Logos"). Depictions of the Logos are enclosed with this letter.

Because of the foregoing rights, no one is authorized to manufacture, advertise, offer for sale or sell any products or engage in any conduct utilizing any of the Philips Properties, including the Logos, without the express written permission of Philips. Philips operates a number of licensing programs whereby certain trademark and patent rights are made available to manufacturers of the relevant technology under reasonable and non-discriminatory conditions. In order to affix or use any of Philips' Logos, an agreement must be obtained from Philips.

Notwithstanding this, it has come to our attention that you and your company are manufacturing, importing, advertising, distributing, offering for sale and/or selling, unauthorized merchandise (hereinafter referred to as "Counterfeit Products") including, but not limited to, CD-R, CD-RW and/or DVD+RW drives and/or recorders bearing Philips' Logos without Philips' written consent. It is also our understanding that you and your company will attend the 2006 International Consumer Electronics Show in Las Vegas, Nevada, USA ("CES"), and that your company intends to exhibit and offer for sale the Counterfeit Product at CES. Your unauthorized use of the Logos constitutes trademark infringement and unfair competition in that purchasers of your Counterfeit Products in question will erroneously believe that such merchandise is authorized by Philips. In addition, your Counterfeit Products dilute the

distinctiveness of the Philips Properties and Logos by trading upon the goodwill and reputation which the public associates with the Philips Properties and Logos. Further, your acts of unfair competition substantially interfere with the merchandising and licensing of the Philips Properties and with the businesses of Philips and its licensees who are authorized to use the Philips Properties.

Moreover, the violators of such rights face, among other things, seizure of counterfeit products, injunctions, damages (which may be trebled), attorneys' fees, and, in appropriate circumstances, a criminal arrest. The Trademark Counterfeiting Act of 1984 specifically prohibits the distribution, offering for sale and sale of counterfeit merchandise and makes such activity punishable by fine of up to \$5,000,000 and a possible prison term of 10 years. 18 U.S.C. § 2320.

On behalf of Philips, we demand that you and each and every person or company affiliated with you:

- (1) Immediately and permanently discontinue the importation, manufacture, advertising, distribution, sale and offering for sale of all of your Counterfeit Products;
- (2) Refrain from exhibiting and/or offering for sale your Counterfeit Product, or conducting any business with respect to your Counterfeit Products, at the CES;
- (3) Immediately and voluntarily surrender to our firm your entire inventory of such Counterfeit Products on hand as of this date, including all advertising material, brochures, and the such that bear the Logos; and
- (4) Advise us in writing of your compliance with the foregoing and furnish us with the following information within five (5) days:
  - (a) A list describing each item manufactured, advertised, distributed, sold, and/or offered for sale by you which utilizes any of the Philips Properties;
  - (b) Any catalogs, promotional brochures or advertisements for any of the items listed in response to paragraph (a) above;
  - (c) The date you began to manufacture, advertise, distribute, sell and/or offer for sale each of the above-mentioned items;
  - (d) The number of each item listed pursuant to paragraph (a) above which you manufactured, advertised, distributed, sold and/or offered for sale; and
  - (e) The amount of unfulfilled orders you have received for the manufacture, distribution, or sale of each item listed in response to paragraph (a) above.

Philips considers your conduct to constitute a serious violation of its rights and to be very

Philips considers your conduct to constitute a serious violation of its rights and to be very damaging to its businesses and reputations. We have been instructed to pursue this matter fully and seek all available remedies and the maximum allowable damages against you.

Please confirm that you have ceased to engage in the infringing conduct described above by signing this letter in the space provided below. Philips has authorized us to pursue further legal action against you and seek the relief to which it is entitled including a seizure of counterfeit products, injunction, damages (which may be trebled), and attorneys' fees unless we receive a comprehensive response from you on or before the close of business on **December 16, 2005.** 

Nothing in this letter shall be construed as a waiver or relinquishment of any right or remedy possessed by Philips or any other affected party, all of which are expressly reserved. Very truly yours, Jeffrey K /Jøyner, of KEATS MCFARLAND & WILSON LLP JKJ:gps Enclosure Koninklijke Philips Electronics N.V. cc: \_\_\_\_, on behalf of myself, the company \_ and any other entities under my direction or control, hereby acknowledge that I have ceased manufacturing, importing, advertising, distributing, offering for sale and selling any goods which infringe the Philips Properties; and have complied with paragraphs (1)-(4) above. Signature **Print Name** 

# REGISTERED TRADEMARKS OWNED BY KONINKLIJKE PHILIPS ELECTRONICS N.V. DVD+RW, CD-R, and CD-RW









FedEx Express

**Customer Support Trace** 

3875 Airways Boulevard

Module H, 4th Floor Memphis, TN 38116 U.S. Mail: PO Box 727

Memphis, TN 38194-4643

Telephone: 901-369-3600

12/20/2005

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XIAMEN FUJIAN 361012

CN

1028200022

Ship date: Dec 14, 2005
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Delivery location: 45 TIYU ROAD

**Delivery date:** Dec 17, 2005 09:18

Shipper: JEFFREY K. JOYNER KEATS MCFARLAND &

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	8:36 AM	•	XIAMEN CN		shipment?
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	3:06 PM	Shipment exception	SHENZHEN CN	Held, cleared regulatory agency(s) after aircraft departed	
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Dec 14, 2005

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# Philips Intellectual Property & Standards

Direct Dial: (408) 474-9072 E-Mail: chris.horgan@philips.com

VIA FEDERAL EXPRESS

December 23, 2004

Ms. M. Jeannie Vogler, SVP of Operations Norcent 550 Cliffside Dr. San Dimas, CA 91773 USA

Re: Intellectual Property Rights Covering CD, DVD, CD-R/RW, DVD-R/RW, DVD+R/RW, and SACD Products and CES 2005

Dear Sir/Madam:

We understand that your company is a purchaser, seller and or trader of Compact Disc ("CD") or Digital Versatile Disc ("DVD") related products and will be displaying at the upcoming 2005 International Consumer Electronics Show (CES) in Las Vegas, Nevada. We write to offer you information concerning Philips' Intellectual Property Rights in optical media products and a reminder that it is an infringement of these rights to make, use, sell, offer to sell or import unlicensed optical media products.

Koninklijke Philips Electronics N.V. ("Philips") is the owner of the world-wide patent portfolio of the Philips group of companies. Philips operates a number of licensing programs whereby certain patent rights are made available to manufacturers of the relevant technology under reasonable and non-discriminatory conditions. In addition to licensing its own patent rights, Philips has been authorized by certain third party patent owners (notably Sony Corporation) to include in the patent portfolio available under license agreements, the patents of such third parties, relevant to the technology concerned. A list of the essential patents for each format is available at our website www.licensing.philips.com. Every CD, CD-R/RW, DVD, DVD-R/RW, DVD+R/RW and SACD player and disc manufactured in, imported into, purchased or sold within the United States and/or Canada is covered by these essential patents. Further, Philips owns the trademark rights in the CD-Recordable (U.S. Registration No. 2,712,766), CD-ReWritable (U.S. Registration No. 2,718,596), and DVD+RW (U.S. Registration No. 2,610,036) marks.

Currently, some manufacturers of CD, DVD, CD-R\RW, DVD-R/RW, and DVD+R



/RW players and discs remain unlicensed despite repeated efforts by Philips and their knowledge of the use of these patent and trademark rights. The manufacture and sale of CD, DVD, CD-R\RW, DVD-R/RW, DVD+R/RW and SACD players and discs without an appropriate license is an infringement of the attached essential patents. Manufacturers that continue this practice are candidates for litigation and seizure of products. Companies that purchase or trade in unlicensed products, even without knowledge, are direct infringers of our patents and are also potential candidates for legal action and product seizures. Furthermore, companies that trade in unlicensed products pass this liability along to their unwitting customers. A promise by a manufacturer to somehow "indemnify" its customers against an action by Philips will not prevent Philips from collecting royalties and other damages directly from those customers. If you are promised indemnification by a manufacturer, you should investigate whether the manufacturer has sufficient financial resources to make payment under the indemnification. You should also consider the costs to you (e.g., legal fees) of enforcing the indemnification against a manufacturer.

We are informing you of the existence of unlicensed products in the market so that your company may take the necessary steps to protect itself from legal liability. We strongly encourage you to scrutinize the legitimacy of any CD, DVD, CD-R\RW, DVD-R/RW, DVD+R/RW and SACD products supplied to your company and to place orders only with manufacturers that are duly licensed by Philips. You may do this by checking the list of licensed manufacturers at our website <a href="https://www.licensing.philips.com">www.licensing.philips.com</a> or by contacting this office for the status of any particular supplier. When accessing the website, please scroll down the first page of the website to the "Licensee Database". The Licensee Database is organized by company name, country and type of agreement (CD, DVD, etc). If a company is licensed to manufacture under one type of agreement or in one country, it does not mean they are licensed to manufacture under any other type of agreement or in any other country.

To summarize, we ask that you carefully check the legitimacy of your suppliers and refuse to purchase any optical media products from unlicensed manufacturers. Also, if applicable, we suggest that you add the Philips' optical media licenses to your Vendor Qualification List.

We thank you in advance for your cooperation in this matter.

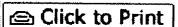
Sincerely,

Christopher J. Horgan

Senior Intellectual Property Counsel Philips Electronics North America

cc: Becky Ellis, General Counsel, CES

Enclosures: CD and DVD Optical Media Player and Disc Patent Lists





# 2006 International CES Exhibitor Directory

# **Norcent**

Norcent

550 Cliffside Dr. San Dimas, CA 91773

USA

Telephone: 909-305-8885

Fax: 909-305-8816

E-mail: susanaperez@norcent.net

URL: www.norcent.net



Norcent is a worldwide, award-winning consumer electronics manufacturer dedicated to bringing the latest digital technology to the mainstream consumer market. Strategic technology partnerships along with Norcent's ability to leverage the most competitive ISO certified manufacturing facilities allows them to provide cutting-edge digital products to consumers at the best overall value.

Company Booth(s):

**Booth Number** 

**Show Location** 

20425

South Hall 1

9836

Central Hall

Company Contact(s):

Ms. Susana Santos-Perez, Executive Assistant to CEO

Brand Name(s):

Norcent

**Product Categories:** 

Blank Media

Home Theater

Other Consumer Electronics

Video

**New Product(s):** 

None listed.

**Export Market(s):** 

None listed.

Financial Exchange(s):

None listed.

Public

Year-round

**Relations Contact(s):** 

Antarra Communications
Susan Van Barneveld

Ph: 714-891-3660

On-site (at the show)

Antarra Communications
Susan Van Barneveld
Ph: 714-891-3660

Investor

**Relations Contact:** 

Dennis Robinson

Case 2:05-cv-01532-RLH-GWF Document 11-4 Filed 12/28/05 Page 23 of 40

2005 International CES: Page 2 of 2

Ph: 909-305-8885

Press Event(s): None listed.

Attention exhibitors: Edit your directory listing.

[perform another search]

# KEATS McFARLAND & WILSON LLP

# ATTORNEYS AT LAW

TEL (310) 248-3830 FAX (310) 860-0363

9720 WILSHIRE BOULEVARD PENTHOUSE SUITE BEVERLY HILLS, CALIFORNIA 90212 WRITER'S DIRECT DIAL (310) 777-3725

WRITER'S EMAIL jjoyner@kmwlaw.com

www.kmwlaw.com

December 14, 2005

# VIA FEDERAL EXPRESS

Norcent Technology 550 Cliffside Drive San Dimas, CA 91773

Re: Koninklijke Philips Electronics N.V./DVD+RW, CD-R and CD-RW Properties

#### Dear Sir or Madam:

This letter is written to you and your company on behalf of Koninklijke Philips Electronics N.V. ("Philips"). Philips is a pioneer of optical recording technologies and products and is the owner of trademarks, patents, and other proprietary rights in and to such technologies and products (hereinafter the "Philips Properties"). The Philips Properties include, but are not limited to, trademark rights in and to the world famous Compact Disc Recordable (U.S. Reg. No. 2,712,766) (also known as "CD-R"), Compact Disc ReWritable (U.S. Reg. No. 2,718,596) (also known as "CD-RW"), and DVD+ReWritable (U.S. Reg. No. 2,610,036) (also known as "DVD+RW") marks, among others (hereinafter, collectively referred to as the "Logos"). Depictions of the Logos are enclosed with this letter.

Because of the foregoing rights, no one is authorized to manufacture, advertise, offer for sale or sell any products or engage in any conduct utilizing any of the Philips Properties, including the Logos, without the express written permission of Philips. Philips operates a number of licensing programs whereby certain trademark and patent rights are made available to manufacturers of the relevant technology under reasonable and non-discriminatory conditions. In order to affix or use any of Philips' Logos, an agreement must be obtained from Philips.

Notwithstanding this, it has come to our attention that you and your company are manufacturing, importing, advertising, distributing, offering for sale and/or selling, unauthorized merchandise (hereinafter referred to as "Counterfeit Products") including, but not limited to, CD-R, CD-RW and/or DVD+RW drives and/or recorders bearing Philips' Logos without Philips' written consent. It is also our understanding that you and your company will attend the 2006 International Consumer Electronics Show in Las Vegas, Nevada, USA ("CES"), and that your company intends to exhibit and offer for sale the Counterfeit Product at CES. Your unauthorized use of the Logos constitutes trademark infringement and unfair competition in that purchasers of your Counterfeit Products in question will erroneously believe that such merchandise is authorized by Philips. In addition, your Counterfeit Products dilute the distinctiveness of the Philips Properties and Logos by trading upon the goodwill and reputation which the public associates with the Philips Properties and Logos. Further, your acts of unfair competition

substantially interfere with the merchandising and licensing of the Philips Properties and with the businesses of Philips and its licensees who are authorized to use the Philips Properties.

Moreover, the violators of such rights face, among other things, seizure of counterfeit products, injunctions, damages (which may be trebled), attorneys' fees, and, in appropriate circumstances, a criminal arrest. The Trademark Counterfeiting Act of 1984 specifically prohibits the distribution, offering for sale and sale of counterfeit merchandise and makes such activity punishable by fine of up to \$5,000,000 and a possible prison term of 10 years. 18 U.S.C. § 2320.

On behalf of Philips, we demand that you and each and every person or company affiliated with you:

- (1) Immediately and permanently discontinue the importation, manufacture, advertising, distribution, sale and offering for sale of all of your Counterfeit Products;
- (2) Refrain from exhibiting and/or offering for sale your Counterfeit Product, or conducting any business with respect to your Counterfeit Products, at the CES;
- (3) Immediately and voluntarily surrender to our firm your entire inventory of such Counterfeit Products on hand as of this date, including all advertising material, brochures, and the such that bear the Logos; and
- (4) Advise us in writing of your compliance with the foregoing and furnish us with the following information within five (5) days:
  - (a) A list describing each item manufactured, advertised, distributed, sold, and/or offered for sale by you which utilizes any of the Philips Properties;
  - (b) Any catalogs, promotional brochures or advertisements for any of the items listed in response to paragraph (a) above;
  - (c) The date you began to manufacture, advertise, distribute, sell and/or offer for sale each of the above-mentioned items;
  - (d) The number of each item listed pursuant to paragraph (a) above which you manufactured, advertised, distributed, sold and/or offered for sale; and
  - (e) The amount of unfulfilled orders you have received for the manufacture, distribution, or sale of each item listed in response to paragraph (a) above.

Philips considers your conduct to constitute a serious violation of its rights and to be very damaging to its businesses and reputations. We have been instructed to pursue this matter fully and seek all available remedies and the maximum allowable damages against you.

Please confirm that you have ceased to engage in the infringing conduct described above by signing this letter in the space provided below. Philips has authorized us to pursue further legal action against you and seek the relief to which it is entitled including a seizure of counterfeit products, injunction, damages (which may be trebled), and attorneys' fees unless we receive a comprehensive response from you on or before the close of business on **December 16, 2005.** 

Nothing in this letter shall be construed as a waiver or relinquishment of any right or remedy possessed by Philips or any other affected party, all of which are expressly reserved.

Very truly yours,

Jettrey K. Joyper, of KEATS MCFARLAND & WILSON LLP

JKJ:gps
Enclosure

cc: Koninklijke Philips Electronics N.V.

I, \_\_\_\_\_\_\_\_\_, on behalf of myself, the company \_\_\_\_\_\_\_, and any other entities under my direction or control, hereby acknowledge that I have ceased manufacturing, importing, advertising, distributing, offering for sale and selling any goods which infringe the Philips Properties; and have complied with paragraphs (1)-(4) above.

Signature

Print Name

# REGISTERED TRADEMARKS OWNED BY KONINKLIJKE PHILIPS ELECTRONICS N.V. DVD+RW, CD-R, and CD-RW









FedEx Express
Customer Support Trace
3875 Airways Boulevard
Module H, 4th Floor
Memphis, TN 38116

U.S. Mail: PO Box 727 Memphis, TN 38194-4643

Telephone: 901-369-3600

12/19/2005

Dear Customer:

The following is the proof of delivery you requested with the tracking number 853491545787.

# **Delivery Information:**

Status:

Delivered

**Delivery location:** 

550 CLIFFSIDE DRIVE

Signed for by:

J.CHEN

**Delivery date:** 

Dec 15, 2005 09:27

Service type:

Priority Envelope



## **Shipping Information:**

Tracking number:

550 CLIFFSIDE DR

853491545787

Ship date:

Dec 14, 2005

Recipient:

Shipper:

JEFFREY JOYNER

KEATS MCFARLAND & WILSON LLP

9720 WILSHIRE BLVD PH

BEVERLY HILLS, CA 902122017 US

SAN DIMAS, CA 91773 US

NORCENT TECHNOLOGY

Reference

10282-00022

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# **KEATS McFARLAND & WILSON LLP**

### ATTORNEYS AT LAW

TEL (310) 248-3830 FAX (310) 860-0363

9720 WILSHIRE BOULEVARD PENTHOUSE SUITE BEVERLY HILLS, CALIFORNIA 90212 WRITER'S DIRECT DIAL (310) 777-3725

WRITER'S EMAIL jjoyner@kmwlaw.com

www.kmwlaw.com

December 14, 2005

### VIA FEDERAL EXPRESS

Shanghai Norcent Technology Co., Ltd. Shanghai Hong Sheng Technology Co., Ltd. 618 Shangcheng Road Pudong, Shanghai 200120 CHINA

Re: Koninklijke Philips Electronics N.V./DVD+RW, CD-R and CD-RW Properties

Dear Sir or Madam:

This letter is written to you and your company on behalf of Koninklijke Philips Electronics N.V. ("Philips"). Philips is a pioneer of optical recording technologies and products and is the owner of trademarks, patents, and other proprietary rights in and to such technologies and products (hereinafter the "Philips Properties"). The Philips Properties include, but are not limited to, trademark rights in and to the world famous Compact Disc Recordable (U.S. Reg. No. 2,712,766) (also known as "CD-R"), Compact Disc ReWritable (U.S. Reg. No. 2,718,596) (also known as "CD-RW"), and DVD+ReWritable (U.S. Reg. No. 2,610,036) (also known as "DVD+RW") marks, among others (hereinafter, collectively referred to as the "Logos"). Depictions of the Logos are enclosed with this letter.

Because of the foregoing rights, no one is authorized to manufacture, advertise, offer for sale or sell any products or engage in any conduct utilizing any of the Philips Properties, including the Logos, without the express written permission of Philips. Philips operates a number of licensing programs whereby certain trademark and patent rights are made available to manufacturers of the relevant technology under reasonable and non-discriminatory conditions. In order to affix or use any of Philips' Logos, an agreement must be obtained from Philips.

Notwithstanding this, it has come to our attention that you and your company are manufacturing, importing, advertising, distributing, offering for sale and/or selling, unauthorized merchandise (hereinafter referred to as "Counterfeit Products") including, but not limited to, CD-R, CD-RW and/or DVD+RW drives and/or recorders bearing Philips' Logos without Philips' written consent. It is also our understanding that you and your company will attend the 2006 International Consumer Electronics Show in Las Vegas, Nevada, USA ("CES"), and that your company intends to exhibit and offer for sale the Counterfeit Product at CES. Your unauthorized use of the Logos constitutes trademark infringement and unfair competition in that purchasers of your Counterfeit Products in question will erroneously believe that such merchandise is authorized by Philips. In addition, your Counterfeit Products dilute the

distinctiveness of the Philips Properties and Logos by trading upon the goodwill and reputation which the public associates with the Philips Properties and Logos. Further, your acts of unfair competition substantially interfere with the merchandising and licensing of the Philips Properties and with the businesses of Philips and its licensees who are authorized to use the Philips Properties.

Moreover, the violators of such rights face, among other things, seizure of counterfeit products, injunctions, damages (which may be trebled), attorneys' fees, and, in appropriate circumstances, a criminal arrest. The Trademark Counterfeiting Act of 1984 specifically prohibits the distribution, offering for sale and sale of counterfeit merchandise and makes such activity punishable by fine of up to \$5,000,000 and a possible prison term of 10 years. 18 U.S.C. § 2320.

On behalf of Philips, we demand that you and each and every person or company affiliated with you:

- (1) Immediately and permanently discontinue the importation, manufacture, advertising, distribution, sale and offering for sale of all of your Counterfeit Products;
- (2) Refrain from exhibiting and/or offering for sale your Counterfeit Product, or conducting any business with respect to your Counterfeit Products, at the CES;
- (3) Immediately and voluntarily surrender to our firm your entire inventory of such Counterfeit Products on hand as of this date, including all advertising material, brochures, and the such that bear the Logos; and
- (4) Advise us in writing of your compliance with the foregoing and furnish us with the following information within five (5) days:
  - (a) A list describing each item manufactured, advertised, distributed, sold, and/or offered for sale by you which utilizes any of the Philips Properties;
  - (b) Any catalogs, promotional brochures or advertisements for any of the items listed in response to paragraph (a) above;
  - (c) The date you began to manufacture, advertise, distribute, sell and/or offer for sale each of the above-mentioned items;
  - (d) The number of each item listed pursuant to paragraph (a) above which you manufactured, advertised, distributed, sold and/or offered for sale; and
  - (e) The amount of unfulfilled orders you have received for the manufacture, distribution, or sale of each item listed in response to paragraph (a) above.

Philips considers your conduct to constitute a serious violation of its rights and to be very damaging to its businesses and reputations. We have been instructed to pursue this matter fully and seek all available remedies and the maximum allowable damages against you.

Please confirm that you have ceased to engage in the infringing conduct described above by signing this letter in the space provided below. Philips has authorized us to pursue further legal action against you and seek the relief to which it is entitled including a seizure of counterfeit products, injunction, damages (which may be trebled), and attorneys' fees unless we receive a comprehensive response from you on or before the close of business on **December 16, 2005.** 

Nothing in this letter shall be construed as a waiver or relinquishment of any right or remedy possessed by Philips or any other affected party, all of which are expressly reserved.

Very truly yours,

Very truly yours,

Jeffrey K, Joyner, of KEATS MC FARLAND & WILSON LLP

JKJ:gps
Enclosure

cc: Koninklijke Philips Electronics N.V.

I, \_\_\_\_\_\_\_, on behalf of myself, the company \_\_\_\_\_\_, and any other entities under my direction or control, hereby acknowledge that I have ceased manufacturing, importing, advertising, distributing, offering for sale and selling any goods which infringe the Philips Properties; and have complied with paragraphs (1)-(4) above.

Signature

Print Name

# REGISTERED TRADEMARKS OWNED BY KONINKLIJKE PHILIPS ELECTRONICS N.V. DVD+RW, CD-R, and CD-RW









FedEx Express

Customer Support Trace 3875 Airways Boulevard

Module H, 4th Floor Memphis, TN 38116 U.S. Mail: PO Box 727

Memphis, TN 38194-4643

Telephone: 901-369-3600

12/20/2005

Dear Customer:

The following is the proof of delivery you requested with the tracking number 848578755827.

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Signed for by:

M.SWANG

Service type:

**Priority Envelope** 

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848578755827

Ship date:

Dec 14, 2005

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Recipient:

Shipper:

**PUDONG CN** 

**BEVERLY HILLS, CA US** 

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Shipping Freight? FedEx has LTL, air fi surface and air expemulti piece package and ocean freight.

**Details** Date/Time **Activity** Location **PUDONG CN** 11:42 AM Delivered Dec 19, 2005 On FedEx vehicle for delivery SHANGHAI CN 8:48 AM Holiday - Business SHANGHAI CN 7:46 PM Delivery exception Dec 17, 2005 closed 7:46 PM At local FedEx facility SHANGHAI CN SHANGHAI CN At local FedEx facility 9:49 AM SHANGHAI CN Dec 16, 2005 9:43 PM Int'l shipment release ANCHORAGE, AK 8:55 AM Departed FedEx location Dec 15, 2005 7:24 AM Arrived at FedEx location ANCHORAGE, AK MEMPHIS, TN 2:42 AM Departed FedEx location LOS ANGELES, CA 7:19 PM Arrived at FedEx location Dec 14, 2005 LOS ANGELES, CA 7:15 PM In transit LOS ANGELES, CA 6:56 PM Left origin 5:30 PM Picked up BEVERLY HILLS, CA

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Shipment Information

**Tracking number:** 848578755827

Status: Signed for by: Delivered M.SWANG

**Priority Envelope** Service type:

Recipient:

PUDONG CN

10282-00022

Shipper:

Ship date: Weight:

Delivery date:

Dec 14, 2005 0.5 lbs.

Dec 19, 2005 11:42

BEVERLY HILLS, CA US

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December 16, 2005

Jeffrey K. Joyner Keats McFarland & Wilson LLP 9720 Wilshire Blvd., Penthouse Suite Beverly Hills, CA 90212

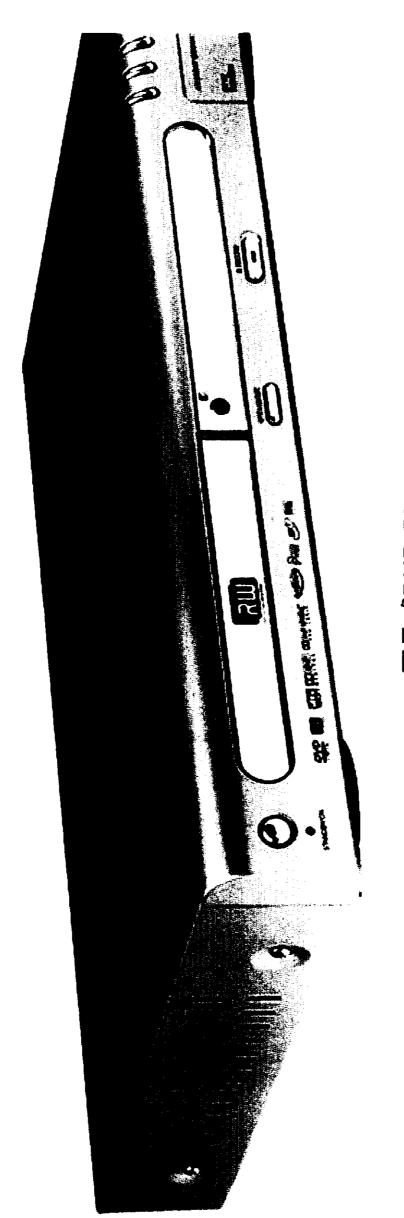
Re: Koninklijke Philips Electronics

Dear Mr. Joyner,

I am in receipt of your letter dated December 14, 2005 regarding the above matter. Norcent will not be displaying and DVD products at CES.

Sincerely,

Dennis Robinson, CFO



可录式DVD Player

**DVR3000** 

12/22/2005



# Philips Intellectual Property & Standards

Direct Dial: (408) 474-9072 E-Mail: chris.horgan@philips.com

VIA FEDERAL EXPRESS

December 23, 2004

Mr. Wang Jingdong, General Manager Shenzhen Newland Electronic Industry Co. Ltd. Zhaofuda Industrial Park, Songgang, Baoan Shenzhen, 518105 CHINA

Re: Intellectual Property Rights Covering CD, DVD, CD-R/RW, DVD-R/RW, DVD+R/RW, and SACD Products and CES 2005

Dear Sir/Madam:

We understand that your company is a purchaser, seller and or trader of Compact Disc ("CD") or Digital Versatile Disc ("DVD") related products and will be displaying at the upcoming 2005 International Consumer Electronics Show (CES) in Las Vegas, Nevada. We write to offer you information concerning Philips' Intellectual Property Rights in optical media products and a reminder that it is an infringement of these rights to make, use, sell, offer to sell or import unlicensed optical media products.

Koninklijke Philips Electronics N.V. ("Philips") is the owner of the world-wide patent portfolio of the Philips group of companies. Philips operates a number of licensing programs whereby certain patent rights are made available to manufacturers of the relevant technology under reasonable and non-discriminatory conditions. In addition to licensing its own patent rights, Philips has been authorized by certain third party patent owners (notably Sony Corporation) to include in the patent portfolio available under license agreements, the patents of such third parties, relevant to the technology concerned. A list of the essential patents for each format is available at our website www.licensing.philips.com. Every CD, CD-R/RW, DVD, DVD-R/RW, DVD+R/RW and SACD player and disc manufactured in, imported into, purchased or sold within the United States and/or Canada is covered by these essential patents. Further, Philips owns the trademark rights in the CD-Recordable (U.S. Registration No. 2,712,766), CD-ReWritable (U.S. Registration No. 2,718,596), and DVD+RW (U.S. Registration No. 2,610,036) marks.

Currently, some manufacturers of CD, DVD, CD-R\RW, DVD-R/RW, and DVD+R



/RW players and discs remain unlicensed despite repeated efforts by Philips and their knowledge of the use of these patent and trademark rights. The manufacture and sale of CD, DVD, CD-R\RW, DVD-R/RW, DVD+R/RW and SACD players and discs without an appropriate license is an infringement of the attached essential patents. Manufacturers that continue this practice are candidates for litigation and seizure of products. Companies that purchase or trade in unlicensed products, even without knowledge, are direct infringers of our patents and are also potential candidates for legal action and product seizures. Furthermore, companies that trade in unlicensed products pass this liability along to their unwitting customers. A promise by a manufacturer to somehow "indemnify" its customers against an action by Philips will not prevent Philips from collecting royalties and other damages directly from those customers. If you are promised indemnification by a manufacturer, you should investigate whether the manufacturer has sufficient financial resources to make payment under the indemnification. You should also consider the costs to you (e.g., legal fees) of enforcing the indemnification against a manufacturer.

We are informing you of the existence of unlicensed products in the market so that your company may take the necessary steps to protect itself from legal liability. We strongly encourage you to scrutinize the legitimacy of any CD, DVD, CD-R\RW, DVD-R/RW, DVD+R/RW and SACD products supplied to your company and to place orders only with manufacturers that are duly licensed by Philips. You may do this by checking the list of licensed manufacturers at our website <a href="https://www.licensing.philips.com">www.licensing.philips.com</a> or by contacting this office for the status of any particular supplier. When accessing the website, please scroll down the first page of the website to the "Licensee Database". The Licensee Database is organized by company name, country and type of agreement (CD, DVD, etc). If a company is licensed to manufacture under one type of agreement or in one country, it does not mean they are licensed to manufacture under any other type of agreement or in any other country.

To summarize, we ask that you carefully check the legitimacy of your suppliers and refuse to purchase any optical media products from unlicensed manufacturers. Also, if applicable, we suggest that you add the Philips' optical media licenses to your Vendor Qualification List.

We thank you in advance for your cooperation in this matter.

Sincerely,

Christopher J. Horgan

Senior Intellectual Property Counsel Philips Electronics North America

cc: Becky Ellis, General Counsel, CES

Enclosures: CD and DVD Optical Media Player and Disc Patent Lists